

In re:  
Seth Defulgentis  
Debtor

Case No. 13-18646-jkf  
Chapter 13

### CERTIFICATE OF NOTICE

District/off: 0313-2

User: Antoinett  
Form ID: pdf900

Page 1 of 1  
Total Noticed: 1

Date Rcvd: Jan 02, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 04, 2018.

db +Seth Defulgentis, 63101 Delaire Landing Road, Philadelphia, PA 19114-5411

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Jan 04, 2018

Signature: /s/Joseph Speetjens

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### CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 2, 2018 at the address(es) listed below:

D. TROY SELLARS on behalf of Creditor THE BANK OF NEW YORK MELLON, F/K/A THE BANK OF NEW YORK, SUCCESSOR IN INTEREST TO JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR STRUCTURED ASSET MORTGAGE INVESTMENTS II INC., BEAR STEARNS ALT-A TRUST, MORT D.Troy.Sellars@usdoj.gov  
FREDERICK L. REIGLE ecfmail@fredreiglechl3.com, ecf\_frpa@trusteel3.com  
GILBERT E. TOLL on behalf of Creditor DELAIRE LANDING NO 7A CONDOMINIUM ASSOCI  
gtollpc@comcast.net  
GLENN A. MANOCHI on behalf of Creditor DELAIRE LANDING NO 7A CONDOMINIUM ASSOCI  
gmanochi@lightmanlaw.com  
JEROME B. BLANK on behalf of Creditor The Bank Of New Mellon, F/K/A The Bank Of New York, ET.AL. paeb@fedphe.com  
MATTEO SAMUEL WEINER on behalf of Creditor The Bank of New York Mellon, f/k/a The Bank of New York, successor in interest to JPMorgan Chase Bank, N.A. as Trustee for Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mort bkggroup@kmlawgroup.com  
POLLY A. LANGDON on behalf of Trustee FREDERICK L. REIGLE ecfmail@fredreiglechl3.com, ecf\_frpa@trusteel3.com  
THOMAS I. PULEO on behalf of Creditor THE BANK OF NEW YORK MELLON, F/K/A THE BANK OF NEW YORK, SUCCESSOR IN INTEREST TO JPMORGAN CHASE BANK, N.A. AS TRUSTEE FOR STRUCTURED ASSET MORTGAGE INVESTMENTS II INC., BEAR STEARNS ALT-A TRUST, MORT tpuleo@kmlawgroup.com, bkggroup@kmlawgroup.com  
United States Trustee USTPRegion03.PH.ECF@usdoj.gov  
ZACHARY PERLICK on behalf of Debtor Seth Defulgentis Perlick@verizon.net, pireland1@verizon.net

TOTAL: 10

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

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In re: Seth Defulgentis,	:	BANKRUPTCY NO. 13-18646 JKF
	:	
Debtor.	:	CHAPTER 13
	:	
	:	

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STIPULATION AND CONSENT ORDER RESOLVING MOTION OF  
CREDITOR DELAIRE LANDING NO. 7A CONDOMINIUM  
ASSOCIATION FOR RELIEF FROM THE AUTOMATIC STAY

AND NOW this 29th day of December, 2017, creditor Delaire Landing No. 7A Condominium Association (the "Association"), through undersigned counsel, Lightman & Manochi, and debtor Seth Defulgentis (the "Debtor"), through undersigned counsel, Zachary Perlick, Esquire, having agreed to resolve the Association's Motion for Relief from the Automatic Stay of Section 362 of the United States Bankruptcy Code (the "Motion"), do hereby agree as follows:

1. To the extent necessary, the Association is granted relief from the automatic stay of Section 362 of the United States Bankruptcy Code.
2. The Association and the Debtor agree that the sum of \$12,397.02 is due the Association as of December 10, 2017 (the "Post-Petition Amount").
3. Debtor shall pay the Association \$1,600.00 against the Post-Petition Amount at the time this Stipulation is entered into and shall pay the sum of \$250.00 each month until the Post-Petition Amount is paid in full.
4. Debtor agrees to pay currently all assessments charged to his condominium unit starting with the January 2018 assessments and going forward (the "Assessment Payments").
5. Provided Debtor remains current in the Assessment Payments and timely pays the additional \$250.00 per month against the Post-Petition Amount, the Association will forebear

from taking any further legal action against Debtor to collect the Post-Petition Amounts due hereunder.

6. To remain “current,” all payments due pursuant to this Stipulation must be submitted as instructed in the coupon book Debtor receives to make Assessment Payments so the payment is received by the Association on or before the tenth (10<sup>th</sup>) day of each month

7. If any payment due under this Stipulation is not received by the Association by the 10<sup>th</sup> day of the month, the Association agrees to provide written notice to Debtor and to his attorney of the non-receipt of the funds. If Debtor does not make the payment so it is received within 10 days of the date of this writing, the Association will no longer forebear and shall have the right to immediately pursue any and all rights it has or may have against the Debtor. The parties agree the Association shall have no obligation to send written notice of Debtor’s non-payment more than twice during any calendar year.

8. At the time the Court enters this Stipulation as an Order, the Association shall take such action as is reasonably necessary to provide Debtor with the full use of all condominium facilities. Debtor agrees and acknowledges the Association shall have the right prevent Debtor from using such facilities if Debtor fails to comply with the terms of this Stipulation, commencing with the first untimely payment regardless of subsequent cure.

**IN WITNESS WHEREOF**, the parties hereto, with the intent of being legally bound,  
enter into this Stipulation as of the date first set forth above.

The above Stipulation is entered into with the due authorization of our respective clients.

LIGHTMAN & MANOCHI

By: 

Glenn A. Manochi, Esquire  
1520 Locust Street, 12<sup>th</sup> Floor  
Philadelphia, PA 19102

Attorneys for Creditor  
Delaire Landing No. 7A  
Condominium Association

Law Office of Zachary Perlick

By: 

Zachary Perlick, Esquire  
1420 Walnut Street, Suite 718  
Philadelphia, PA 19102

Attorney for Debtor  
Seth Defulgentis

**ORDER**

AND NOW, this 2nd day of January, 2018, the Court, ~~having~~  
~~reviewed and approved the Stipulation of the parties, hereby enters the Stipulation as an order of~~  
~~the Court and directs the parties to comply therewith.~~ hereby approves the foregoing stipulation between  
Delaire Landing No. 7A Condominium Association and the Debtor.



Jean K. FitzSimon  
United States Bankruptcy Judge

13-18646-jkf  
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Entered 01/05/18 01:05:24  
Desc  
Imaged Certificate of Notice  
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